

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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CHRISTINA SIVIN,

Plaintiff,

**STIPULATION OF
SETTLEMENT**

-against-

08 CV 3672 (RRM) (RLM)

NEW YORK CITY BOARD OF EDUCATION, and
UNITED FEDERATION OF TEACHERS WELFARE
FUND.

Defendants.

-----X

WHEREAS, plaintiff commenced this matter by filing a complaint on September 10, 2008; and

WHEREAS, defendant New York City Department of Education, also known as the New York City Board of Education has denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, no person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. Plaintiff agrees to discontinue, with prejudice and without costs, expenses and fees except as provided below, all claims asserted against the defendant New York City

Department of Education in this action and to release the Department of Education its successors or assigns, and all present and former officials, employees, representatives and agents of the Department of Education and the City of New York ("Released Parties) from all claims, liabilities and/or causes of action which plaintiff has or may have against any of the Released Parties based on any act, omission, event or occurrence occurring from the beginning of the world up through and including the date hereof, including, without limitation, any and all claims which were or could have been alleged by plaintiff herein, including all claims for attorneys' fees and costs.

2. In consideration of the above, the New York City Department of Education agrees to pay plaintiff the gross sum of Eighteen Hundred and Fifty Dollars (\$1,850) in full satisfaction for plaintiff's claim for alleged out of pocket medical expenses from January 2008 through March 2008.

3. In addition, the New York City Department of Education agrees to offer plaintiff eighteen (18) continuous months of COBRA coverage commencing March 1, 2009 and ending on September 30, 2010. The rate of the monthly premiums for calendar year 2009 is \$920.13 and is subject to change in calendar year 2010. Plaintiff will be solely responsible for the payment of all monthly premiums for the entire eighteen month period.

4. The City of New York further agrees to pay plaintiff the total sum of Five Thousand Three Hundred and Fifty Dollars (\$5,350.00) in full satisfaction of plaintiff's claim for damages, including claims for costs, expenses and attorney's fees.

5. In the event that a taxing authority or a court determines that the payments as set forth in paragraph "2" through "4" herein made to plaintiff are subject to personal income

tax, any taxes, interest or penalties owed by plaintiff shall be the sole responsibility of the plaintiff.

6. In consideration for each of the terms set forth in paragraphs "2"- "4" above, all subparts inclusive, plaintiff agrees to the dismissal of all claims against the Department of Education and to release the Department of Education, any present or former employees or agents of the Department of Education and the City of New York, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

7. Plaintiff shall execute and deliver to the defendants all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraphs "2"- "4" above, a substitute form W-9 to be executed by plaintiff's attorney and an Affidavit Concerning Liens.

8. Nothing contained herein shall be deemed to be an admission by defendant Department of Education of the truth of the allegations in the complaint, or an admission that defendant Department of Education has in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, the New York City Department of Education, the City of New York or any other rules, regulations or bylaws of any department or subdivision of the New York City Department of Education or of the City of New York. This Stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

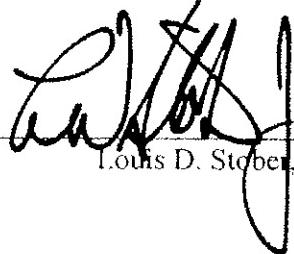
9. Nothing contained herein shall be deemed to constitute a policy or practice of the New York City Department of Education.

10. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this settlement agreement regarding the subject matter of the instant action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
January 30, 2009

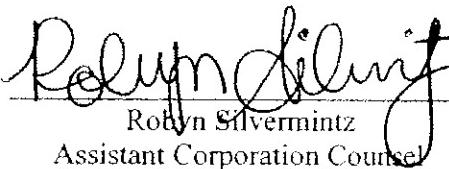
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Plaintiff,

-against-

NEW YORK CITY BOARD OF EDUCATION, and
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FUND,

Defendants.

STIPULATION OF SETTLEMENT

MICHAEL A. CARDODOZO

*Corporation Counsel of the City of New York
Attorney for Defendant New York City
Department of Education
100 Church Street, Room 2-118
New York, New York 10007-2601*

*Of Counsel: Robyn Silvermintz
Tel.: 212-442-0144*

Service of which is hereby acknowledged:

New York, New York

Dated:

Signed:

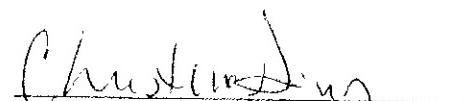
Attorney for:

WAIVER AND GENERAL RELEASE

KNOW THAT I, Christina Sivin, the plaintiff in the action entitled Christina Sivin v. New York City Board of Education, et. al., currently pending in the United States District Court for the Eastern District of New York and bearing Index No. 08 CV 3672 (RRM) (RLM), for good and valuable consideration do hereby release and discharge the New York City Department of Education, its successors, or assigns, and all past and present officials, employees, representatives and agents of the New York City Department of Education, from any and all claims, liabilities or causes of action which were or could have been asserted by me against any of the Released Parties based on any act, omission, event or occurrence occurring from the beginning of the world up to and including the date of the execution of this release, including, without limitation, any and all claims which were or could have been alleged by me in the aforementioned proceeding arising out of the events alleged in the complaint in that proceeding, including all claims for attorneys' fees, costs and disbursements. This Release may not be changed orally.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

IN WITNESS WHEREOF, I have executed this 9 day of Feb, 2009.


Christina Sivin

STATE OF NEW YORK,)
COUNTY OF Nassau,) SS.:
Feb 9,

On Feb 9, 2009, before me personally came **Christina Sivin**, to me known, and known to me to be the individual described in, and who executed the foregoing WAIVER AND GENERAL RELEASE, and duly acknowledged to me that he executed the same.

Sworn to before me this

9th day of February, 2009.

NOTARY PUBLIC



LOUIS D. STOBER
Notary Public, State of New York
No. 02ST4822083
Qualified in Nassau County
Commission Expires Oct. 31, 2010